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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

11 ROSALBA M. AGUILAR, Surviving Spouse of
12 Luis Aguilar Hurtado, Deceased, and Guardian
13 of SOPHIA AGUILAR, Surviving Minor
14 Daughter of Luis Aguilar Hurtado, Deceased;
15 EMILY AGUILAR, MELODY AGUILAR, and
JESSICA AGUILAR, Surviving Adult
Daughters of Luis Aguilar Hurtado, Deceased;
and VICTOR AGUILAR, LUIS GONZALO
AGUILAR, and SERGIO AGUILAR, Surviving
Adult Sons of Luis Aguilar Hurtado, Deceased.

Plaintiffs,

VS.

FORD MOTOR COMPANY and DOES ONE through TWENTY, inclusive.

20 Defendants.

Case No.: 3:21-cv-00359-MMD-WGC

STIPULATED PROTECTIVE ORDER

21 In order to preserve and maintain the confidentiality of certain confidential, commercial
22 and/or proprietary documents and information produced or to be produced by FORD MOTOR
23 COMPANY (“Ford”) or by any party in this action, it is ordered that:

24 1. Documents or information to be produced or provided by Ford or any party in this
25 litigation that contain confidential, commercially sensitive, private personal information and/or
26 proprietary information may be designated as confidential by marking or placing the applicable
27 notice “Subject to Non-Sharing Protective Order,” “Subject to Protective Order,” or “Confidential,”
28 or substantially similar language on media containing the documents, on the document itself, or on

1 a copy of the document, in such a way that it does not obscure the text or other content of the
2 document.

3 2. As used in this Order, the terms “documents” or “information” mean all written
4 material, electronic data, videotapes and all other tangible items, produced in whatever format (e.g.,
5 hard copy, electronic, digital, etc.) and on whatever media (e.g., hard copy, videotape, computer
6 diskette, CD-ROM, DVD, by secure electronic transmission, hard drive or otherwise).

7 3. Documents or information designated as “Subject to Non-Sharing Protective
8 Order,” “Subject to Protective Order,” or “Confidential” or substantially similar language in
9 accordance with the provisions of this Order (“Protected Documents” or “Protected Information”)
10 shall only be used, shown or disclosed as provided in this Order. However, nothing in this Order
11 shall limit a party’s use or disclosure of his or her own information designated as a Protected
12 Document or Protected Information.

13 4. If a receiving party disagrees with the “Protected” designation of any document or
14 information, the party will notify the producing party in a written letter and identify the challenged
15 document(s) with specificity, including Bates-number(s) where available, and the specific grounds
16 for the objection to the designation. If the parties are unable to resolve the issue of confidentiality
17 regarding the challenged document(s), Ford (or the producing party) will thereafter timely apply
18 to the Court to set a hearing for the purpose of establishing that the challenged document(s) or
19 information is/are confidential. Protected Documents will continue to be treated as such pending
20 determination by the Court as to the confidential status.

21 5. Protected Documents and any copies thereof shall be maintained confidential by the
22 persons authorized to receive the documents pursuant to paragraph 6 and shall be used only for
23 prosecuting, defending, or attempting to settle this litigation, subject to the limitations set forth
24 herein.

25 6. Protected Documents shall be disclosed only to “Qualified Persons.” Qualified
26 Persons are limited to:

27 a. Counsel of Record for the parties, and the parties;

1 b. Paralegals and staff employed by Counsel of Record and involved in the
 2 preparation and trial of this action;

3 c. A vendor hired by a party to host data and maintain a database of electronic
 4 data or perform other work related to the collection, review or production of
 5 documents in the case;

6 d. Experts and non-attorney consultants retained by the parties for the
 7 preparation and/or trial of this case, provided that no disclosure shall be
 8 made to any expert or consultant who is employed by a competitor of Ford;

9 e. The Court, the Court's staff, witnesses, and the jury in this case; and

10 f. With respect to documents designated as "Sharing" or "Subject to
 11 Protective Order," attorneys representing Plaintiff(s) and the experts and
 12 non-attorney consultants retained by such attorneys, in other cases pending
 13 against Ford involving 1999-2007 model year F-350 pickup trucks with
 14 claims that the roof structure was defective, provided no disclosure
 15 shall be made to any expert or consultant who is employed by a competitor
 16 of Ford.

17 g. The parties' insurers

18 7. The receiving party must make reasonable efforts to ensure the individuals described
 19 in paragraphs 6(b), 6(c), 6(d) and 6(f) above are Qualified Persons.

20 8. Before receiving access to any Protected Document or the information contained
 21 therein, each person described in paragraphs 6(b), 6(c), 6(d) and 6(f) above shall execute a "Written
 22 Assurance" in the form contained in Exhibit A, attached hereto. The receiving party shall retain
 23 each such executed Written Assurance and shall keep a list identifying (a) all persons described in
 24 paragraphs 6(b), 6(c), 6(d) and 6(f) above to whom Protected Documents have been disclosed, and
 25 (b) all Protected Documents disclosed to such persons. Each such executed Written Assurance and
 26 list shall be submitted to counsel for Ford (or the producing party) at the termination of this
 27 litigation or upon Order of the Court requiring production, whichever comes first. However, for
 28 consulting experts who were not designated as testifying experts, the receiving party may redact

1 the name, address, and signature of the consultant before disclosing the executed Exhibit A and
 2 document list for that person. To the extent the “Qualified Persons” described in paragraph 6(d)
 3 and 6(f) above include privileged non-testifying expert consultants, the receiving party shall retain
 4 each such executed Exhibit A and shall keep a list identifying (a) all such non-testifying expert
 5 consultants described in paragraphs 6(d) and 6(f) above to whom Protected Documents have been
 6 disclosed, and (b) all Protected Documents disclosed to such persons. In the event that Ford (or the
 7 producing party) seeks to compel the production of each unredacted and executed Exhibit A for
 8 good cause, the receiving party shall submit each unredacted and executed Exhibit A and list to the
 9 Court for *in camera* inspection. Persons described in paragraph 6(b) shall be covered under the
 10 signature of Counsel of Record.

11 9. As the Protected Documents may only be distributed to Qualified Persons,
 12 Qualified Persons may not post Protected Documents on any website or internet accessible
 13 document repository, excepting a vendor hosted review platform for the sole purpose of
 14 reviewing the information for the subject case and not for any other purpose, and shall not under
 15 any circumstance sell, offer for sale, advertise, or publicize either the Protected Documents and
 16 the Confidential information contained therein or the fact that such persons have obtained Ford’s
 17 (or the producing party’s) Protected Documents and confidential information.

18 10. To the extent that Protected Documents or information obtained therefrom are
 19 used in the taking of depositions (including exhibits) or other pretrial testimony and/or used as
 20 exhibits at trial, such documents or information shall remain subject to the provisions of this Order,
 21 along with the transcript pages of the deposition testimony and/or trial testimony dealing with,
 22 referring to or referencing the Protected Documents or information. Designation of the portion of
 23 the transcript (including exhibits) which contains references to Protected Documents or
 24 information shall be made (i) by a statement to such effect on the record during the proceeding in
 25 which the testimony is received, or (ii) by written notice served on counsel of record in this
 26 Litigation within thirty (30) business days after the receipt of the draft or final transcript (whichever
 27 is received earlier) of such proceeding (as used herein, the term “draft transcript” does not include
 28 an ASCII or rough transcript). However, before such thirty (30) day period expires, all testimony,

1 exhibits and transcripts of depositions or other testimony shall be treated as Protected Documents.
 2 All portions of transcripts not designated as Confidential within the time frame provided herein shall
 3 be deemed not confidential.

4 11. If any party disagrees with the designation of all or part of a deposition transcript
 5 designated as “Protected” pursuant to Paragraph 10 above, such party must notify the designating
 6 party in a written letter and identify the testimony (by line and page designation) and the specific
 7 grounds for the objection to the designation. If the parties are unable to resolve the issue of
 8 confidentiality regarding the challenged deposition testimony, the designating party will thereafter
 9 timely apply to the Court to set a hearing for the purpose of establishing that the challenged
 10 deposition testimony is confidential. The designated deposition testimony at issue, and any related
 11 exhibits, will continue to be treated as a Protected Document, in accord with its respective
 12 designation, pending determination by the Court as to the confidential status.

13 12. All documents that are filed with the Court that contain any portion of any Protected
 14 Document or information taken from any Protected Document shall be filed under seal by following
 15 the protocols for sealed filings in this Court. If a party believes that documents designated as
 16 Protected Documents cannot or should not be sealed, pursuant to the protocols and rules in this
 17 Court, then the party wishing to file the materials shall particularly identify the documents or
 18 information that it wishes to file to the producing party, in writing. The parties will then meet and
 19 confer, in a good faith effort to resolve the dispute. Failing agreement, the party wishing to file the
 20 materials must request a ruling from the Court on whether the Protected Documents in question
 21 must be submitted under seal. The producing party shall have the burden of justifying that the
 22 materials must be submitted under seal. Absent written permission from the producing party or a
 23 court Order denying a motion to seal, a receiving party may not file in the public record any
 24 Protected Documents.

25 13. To the extent Ford (or the producing party) is requested to produce documents it
 26 has determined should not be subject to the sharing provision of this protective order in paragraph
 27 6(f), Ford (or the producing party) will designate such documents as “Non-Sharing.” Documents
 28 designated as “Non-Sharing” shall not be shared under paragraph 6(f).

1 14. With respect to Protected Documents designated as “Non-Sharing,” within one
2 hundred and twenty (120) days after the conclusion of this case, counsel for the parties who received
3 Protected Documents, including any documents that any such party disclosed to any person
4 described in paragraph 6(b) or (c) above, shall either (a) return to Ford (or the producing party) the
5 Protected Documents; or (b) securely destroy the Protected Documents and certify such destruction
6 to Ford (or the producing party) within one hundred and fifty (150) days after the conclusion of this
7 case.

8 15. With respect to documents designated as “Sharing” or “Subject to Protective Order,”
9 Counsel for the parties shall not be required to return the Protected Documents to Ford (or the
10 producing party) after the conclusion of this case and may retain the documents pursuant to the
11 terms of this Order.

12 16. Documents relating to the Plaintiffs’ damages, including but not limited to, medical
13 records, medical bills, wage loss documentation, and expert reports (“Damages Documentation”)
14 shall be deemed to be “Sharing” or “Subject to Protective Order.” Counsel for the parties and the
15 parties’ insurers shall not be required to securely destroy or return Damages Documentation to
16 Plaintiff’s counsel at the conclusion of this case.

17 17. Submission to regulatory agency or governmental entity:

18 a. This protective order shall not be construed to prohibit Ford’s disclosure or
19 production of safety-related information to a regulatory agency or
20 governmental entity with an interest in the safety-related information.
21 Material subject to this protective order may only be disclosed to a regulatory
22 agency or governmental entity with an interest in the safety related
23 information by Ford, and such disclosure shall be made pursuant to 49 CFR
24 512 or similar applicable rules.

25 b. If other parties to this protective order have a reasonable belief that certain
26 documents are safety-related and need to be disclosed to a regulatory agency
27 or governmental entity, they are not prohibited from advising the regulatory
28 agency or governmental entity that they believe such documents were

produced in this case, however, any disclosure of such documents shall adhere to the procedure described in Paragraph 17(a).

18. Inadvertent or unintentional production of documents or information containing confidential information that should have been designated as Protected Document(s) shall not be deemed a waiver in whole or in part of the party's claims of confidentiality.

19. The parties may disclose and produce responsive documents to each other in this litigation, and seek to do so without risking waiver of any attorney-client privilege, work product or other applicable privilege or protection. As such, the parties will adhere to the following procedures with regard to the production of privileged or protected material, should that occur:

a. The production of documents (including both paper documents and electronically stored information or “ESI”) subject to protection by the attorney-client and/or work product doctrine or by another legal privilege protecting information from discovery, shall not constitute a waiver of any privilege or other protection, provided that the producing party notifies the receiving party, in writing, of the production after its discovery of the same.

- b. If the producing party notifies the receiving party after discovery that privileged materials (hereinafter referred to as the “Identified Materials”) have been produced, the Identified Materials and all copies of those materials shall be returned to the producing party or destroyed or deleted, on request of the producing party. The producing party will provide a privilege log providing information upon request or if required by the Federal Rules of Civil Procedure and applicable case law to the receiving party at the time the producing party provides the receiving party notice of the Identified Materials. If the receiving party has any notes or other work product reflecting the contents of the Identified Materials, the receiving party will not review or use those materials unless a court later designates the Identified Materials as not privileged or protected.

1 c. The Identified Materials shall be deleted from any systems used to house the
2 documents, including document review databases, e-rooms and any other
3 location that stores the documents. The receiving party may make no use of
4 the Identified Materials during any aspect of this matter or any other matter,
5 including in depositions or at trial, unless the documents have been
6 designated by a court as not privileged or protected.

7 d. The contents of the Identified Materials shall not be disclosed to anyone who
8 was not already aware of the contents of them before the notice was made.
9 The receiving party must take reasonable steps to retrieve the Identified
10 Materials if the receiving party disclosed the Identified Materials before
11 being notified.

12 e. If any receiving party is in receipt of a document from a producing party
13 which the receiving party has reason to believe is privileged, the receiving
14 party shall in good faith take reasonable steps to promptly notify the
15 producing party of the production of that document so that the producing
16 party may make a determination of whether it wishes to have the documents
17 returned or destroyed pursuant to this Stipulation and Order.

18 f. The party returning the Identified Materials may move the Court for an order
19 compelling production of some or all of the Identified Material returned or
20 destroyed, but the basis for such motion may not be based on the fact or
21 circumstances of the production.

22 g. The disclosure of Identified Materials in this action is not a waiver of the
23 attorney-client privilege, work product doctrine or any other asserted
24 privilege in any other federal or state proceeding, pursuant to Federal Rule
25 of Evidence 502.

26 20. No provision of this stipulated order shall constitute a concession by any party that
27 any documents are subject to protection by the attorney-client privilege, the work product doctrine
28 or any other potentially applicable privilege or doctrine. No provision of this stipulated order is

1 intended to waive or limit in any way either party's right to contest any privilege claims that may
2 be asserted with respect to any of the documents produced except to the extent set forth herein.

3 21. In the event that a party produces a document without a confidentiality designation
4 as permitted by this Order, the following procedures shall apply:

- 5 a. The producing party shall, within fourteen (14) days of the discovery of the disclosure, notify the other party in writing. The party receiving such notice shall promptly destroy the document, including any copies it has, or return the document on request of the producing party. Within ten (10) days after such document is returned or its destruction certified, the producing party will produce a new version of any such document that was returned or destroyed, which will contain the appropriate confidentiality designation.
- 6 b. If the receiving party disputes the producing party's claim of confidentiality, that party may move the Court to challenge the confidential designation in accordance with Paragraph 4 of this Order. If the receiving party elects to file such a motion, the receiving party may retain possession of the document, but shall treat it in accordance with the terms of the Protective Order pending resolution of the motion. If the receiving party's motion is denied, the parties shall promptly comply with Paragraph 21(a) of this Order.
- 7 c. The production of such document does not constitute a waiver of any claim of confidentiality as set forth in this order or any other matter in any other jurisdiction, unless otherwise ordered by the Court.

8 22. This Protective Order may not be waived, modified, abandoned or terminated, in whole or part, except by an instrument in writing signed by the parties. If any provision of this Protective Order shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby.

9 23. After termination of this litigation, the provisions of this Order shall continue to be binding. This Court retains and shall have jurisdiction over the parties and recipients of the

1 Protected Documents for enforcement of the provisions of this Order following termination of this
 2 litigation.

3 24. This Protective Order shall be binding upon the parties hereto, upon their attorneys,
 4 and upon the parties' and their attorneys' successors, executors, personal representatives,
 5 administrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents,
 6 independent contractors, or other persons or organizations over which they have control.

7 25. The parties acknowledge that Plaintiffs have indicated their opposition to this Order
 8 because it does not allow for the sharing of all documents produced by Ford with similarly situated
 9 litigants. In the interests of moving forward with substantive matters in this case, Plaintiffs have
 10 agreed to execute this Order with the understanding that they specifically reserve the right to
 11 separately move the Court for modification of this Protective Order to remove the "non-sharing"
 12 designation. Ford reserves all rights to object to such modification. Plaintiffs specifically agree that
 13 all documents produced to them by Ford prior to a ruling by the Court on any motion to modify
 14 this Order that Plaintiffs may file in the future shall be kept confidential pursuant to the terms of
 15 this Order.

16 DATED: October 7, 2021

16 DATED: October 7, 2021

17 SNELL & WILMER L.L.P.

17 BRADLEY, DRENDEL & JEANNEY

18 By: /s/ Dawn L. Davis

18 By: /s/ Adam Milasincic

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ORDER

26 Paragraph 23 - The Protective Order is modified to reflect that although the parties may agree to be bound
 27 by the confidentiality terms of this Order beyond the conclusion of this lawsuit, the dismissal of this action
 28 will terminate the jurisdiction of this Court. **IT IS SO ORDERED.**

26 DATED: October 8, 2021.

26 _____
 27 William G. Cobb
 28 U.S. MAGISTRATE JUDGE

EXHIBIT A

AFFIDAVIT OF _____, being duly sworn and personally appearing before the undersigned attesting officer, duly authorized by law to administer oaths, deposes and says that within statements are true and correct.

1.

I have read the Stipulated Sharing and Non-Sharing Protective Order attached hereto, and I understand its terms and meanings.

2.

I agree that my signature below submits me to the jurisdiction of the District of Nevada, in the above captioned case and binds me to the provisions of the Stipulated Sharing and Non-Sharing Protective Order, including to all promises undertaken in the Order, as if originally agreed by me.

Further Affiant sayeth not.

This _____ day of _____, 20 ____.

AFFIANT

SUBSCRIBED AND SWORN to before me

this ____ day of _____, 20____.

NOTARY PUBLIC

Name:

No.:

My Commission Expires: